

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR-R3-00-10024		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER PR-R3-00-10024	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SIDNEY P. OZER		b. TELEPHONE NUMBER (No collect calls) 215/814-5305		6. SOLICITATION ISSUE DATE 6/27/00	
9. ISSUED BY U.S. EPA, Region III Contracts Branch (3PM10) 1650 Arch Street Philadelphia, PA 19103		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: Total % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7991, \$5,000,000 SIZE STANDARD		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15. DELIVER TO Same as Block 9.		CODE		16. ADMINISTERED BY		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		13b. RATING	
TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Management and Operation of EPA RIII EXCL Wellness Center (See Schedule) <i>(Attach Additional sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA N/A						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED
					SIDNEY P. OZER		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED ACCEPTED AND CONFORMS TO THE <input type="checkbox"/> CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
						36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42b. RECEIVED AT (Location)		40. PAID BY
					42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK BURDEN STATEMENT

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB NO: 9000-0136
Expires: 09/30/98

TABLE OF CONTENTS

1.	CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FAR 52.212-4) (MAY 1999) (See attached addendum).	Page 5
2.	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5) (FEB 2000)	Page 8
3.	INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FAR 52.212-1) (MAR 2000)	Page 11
3A.	FACSIMILE PROPOSALS (FAR 52.215-5) (OCT 1997).	Page 14
3B.	NOTICE Listing Solicitation Provisions Incorporated by Reference	Page 15
3C.	PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984).	Page 15
3D.	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999).	Page 15
4.	EVALUATION -- COMMERCIAL ITEMS (FAR 52.212-2) (JAN 1999)	Page 16
4A.	PAST PERFORMANCE INFORMATION (EP 52.215-105) (SEP 1999).	Page 16
5.	OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FAR 52.212-3) (FEB 2000) ALTERNATE I (OCT 1998)	Page 18
5A.	CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT CERTIFICATION (EPAAR1552.203-70) (APR 1984).	Page 26
5B.	COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1) (FEB 1999) DEVIATION	Page 27
5C.	SIGNATURE BLOCK (EP 52.299-900) (APR 1984)	Page 27
ADDENDUM TO FAR CLAUSE 52.212-4		Page 1-1
1.	NOTICE Listing Contract Clauses Incorporated by Reference	Page 1-2
2.	and 3. (Reserved)	
4.	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)	Page 1-2
5.	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (FAR 52.237-7) (JAN 1997)	Page 1-2
6.	NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)	Page 1-3
7.	(Reserved)	
8.	PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION	Page 1-4
9.	CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)	Page 1-6
10.	and 11. (Reserved)	
12.	SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996)	Page 1-9
13.	(Reserved)	
14.	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)	Page 1-11
15.	GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)	

DEVIATION Page 1-11

16. CONTRACT OPTIONS TO EXTEND OR INCREASE QUANTITY (EP 52.239-285)
(JUN 1985) Page 1-13

17. and 18. (Reserved)

19. REHABILITATION ACT NOTICE (EP-S 99-3) (JUN 1999) . . . Page 1-13

20. NEWS RELEASES (ADP A280-440) (APR 1993) Page 1-14

21. POST AWARD CONFERENCE (3H-32) Page 1-14

STATEMENT OF WORK Page 2-1

STATEMENT OF WORK Page 2-2

COST/PRICE INSTRUCTIONS Page 3-1

1. CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FAR 52.212-4) (MAY 1999)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this

contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

2. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5) (FEB 2000)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

(3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5

___ (iii) Alternate II to 52.219-5.

XX___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

XX___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I if 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--

Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program-- Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX___ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX___ (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX___ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

XX___ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX___ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (16) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

___ (17)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (18) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

___ (21) [Reserved]

___ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

XX___ (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

___ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

XX___ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

___ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph

(c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

___ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

___ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b),

(c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a)); and

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

3. INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FAR 52.212-1) (MAR 2000)

(a) *Standard industrial classification (SIC) code and small business size standard.* The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items

and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*
(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is ``late'' and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at

any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.
(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section,
Suite 8100,
470 East L'Enfant Plaza, SW, Washington, DC 20407,
Telephone (202) 619-8925,
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP),
Building 4, Section D,
700 Robbins Avenue,
Philadelphia, PA 19111-5094,
Telephone (215) 697- 2667/2179,
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS`` followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

3A. FACSIMILE PROPOSALS (FAR 52.215-5) (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is:215/814-5211.

(d) If any portion of a facsimile proposal received by the Contracting

Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

3B. NOTICE Listing Solicitation Provisions Incorporated by Reference

The following solicitation provisions and/or contract clauses pertinent to this addendum are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.237-1	APR 1984	SITE VISIT

3C. PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

EPA will conduct a preproposal site visit/conference at 2:30pm ET on Th Jul 6 2000 at:

EPA RIII EXCL Wellness Center, 1650 Arch St, Phila PA

Offerors planning to attend the conference MUST provide fax notification to the contract specialist (FAX 215/814-5211 M/F RIII EXCL Wellness Center RFP PR-R3-00-10024 Site Visit/Preproposal Conf incl name/addresss/phone# of company and names of persons attending) at least one calendar day prior to the conference date.

All questions MUST be submitted in writing or via fax (FAX 215/814-5211) (M/F RIII EXCL Wellness Center RFP PR-R3-00-10024 Questions) by 3:00 pm ET on July 10, 2000. No questions will be answered at the site visit/preproposal conference.

3D. NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a

written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

4. EVALUATION -- COMMERCIAL ITEMS (FAR 52.212-2) (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Past performance
- Price

The evaluation will consider past performance significantly more important than price.

The Govt reserves the right to obtain information for use in the evaluation of past performance from any and all sources incl sources outside of the Govt. Offerors lacking relevant past performance history will receive a neutral rating for past performance.

The Govt intends to make one award.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

4A. PAST PERFORMANCE INFORMATION (EP 52.215-105) (SEP 1999)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all contracts and subcontracts completed in the last five years, and all contracts and subcontracts currently in process, which are for the operation and management of a wellness center with at least 150 users who use the facility at least once per month.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (I) Program manager, telephone number, and E-mail address (if available).
- (j) Administrative Contracting Officer, if different from #8, telephone number, and E-mail (if available).
- (k) List of subcontractors (if applicable).

(2) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(2) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information.

(e) Offerors are encouraged to send client authorization E-mail messages, Faxes or letters to each reference listed in their proposals. If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

5. OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FAR 52.212-3) (FEB 2000) ALTERNATE I (OCT 1998)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any

delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) Common parent.

* Offeror is not owned or controlled by a common parent;

* Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual Gross
Number of Employees Revenues

- ☐ 50 or fewer ☐ \$1 million or less
- ☐ 51--100 ☐ \$1,000,001--\$2 million
- ☐ 101--250 ☐ \$2,000,001--\$3.5 million
- ☐ 251--500 ☐ \$3,500,001--\$5 million
- ☐ 501--750 ☐ \$5,000,001--\$10 million
- ☐ 751--1,000 ☐ \$10,000,001--\$17 million
- ☐ Over 1,000 ☐ Over \$17 million

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It * has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) * Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It * has, * has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It * has, * has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and

procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line	Item No	Country of Origin
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line	Item No	Country of Origin
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals * are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and * are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Alternate I (Oct 1998). add the following paragraph (c)(8) to the basic provision:

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

5A. CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT CERTIFICATION (EPAAR 1552.203-70) (APR 1984)

The offeror (quoter) hereby certifies that:

(a) He is [] is not [] a former regular or special EPA employee whose EPA employment terminated within one year prior to submission of this offer (quote).

(b) He does [] does not [] employ or propose to employ a current/ former regular or special EPA employee whose EPA employment terminated within one year prior to submission of this offer (quote) and who has been or will be involved, directly or indirectly, in developing or negotiating this offer (quote) for the offeror (quoter), or in the management, administration or performance of any contract resulting from this offer (quote).

(c) He does [] does not [] employ or propose to employ as a consultant or subcontractor under any contract resulting from this offer (quote) a current/former regular or special EPA employee whose EPA employment terminated within one year prior to submission of this offer (quote).

(d) A former regular or special EPA employee whose EPA employment terminated within one year prior to submission of this offer (quote) or such former employee's spouse or minor child does [] does not [] own or substantially own or control the offeror's (quoter's) firm.

(e) "Regular employee" means any officer or employee of EPA who is employed or appointed, with or without compensation, to serve more than 130 days during any period of 365 consecutive days, including regular officers of the Public Health Service Commissioned Corps and reserve officers of the Public Health Service Commissioned Corps while on active duty.

(f) "Special employee" means an officer or employee of EPA who is retained, designated, appointed or employed to perform, with

or without compensation, temporary duties either on a full-time or intermittent basis for not more than 130 days during any period of 365 consecutive days and who actually served more than 60 days during such 365-day period.

**5B. COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1)
(FEB 1999) DEVIATION**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

5C. SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

ATTACHMENT 1

ADDENDUM TO FAR CLAUSE 52.212-4

1. NOTICE Listing Contract Clauses Incorporated by Reference

The following solicitation provisions and/or contract clauses pertinent to this addendum are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)

2. And 3. (Reserved)

4. TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

5. INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (FAR 52.237-7) (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence:

Comprehensive General Liability Insurance (incl professional liability)\$500,000 per person/\$1million per occurrence for injury or death, and \$100,000 per occurrence for property damage

Workmens Comp Insurance or equiv Workmens Comp Coverage as reqd or prescribed by law

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a

claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

6. NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.

9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

7. (Reserved)

8. PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

9. CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
 1 = poor,
 2 = fair,
 3 = good,
 4 = excellent,
 5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

- 0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract

administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality,

cost control, and timeliness of performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations performance category (including a narrative for the rating);

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or

additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

10.and 11. (Reserved)

12. SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 18a on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -

Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

13. (Reserved)

14. KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel (names to be submitted within 7 days of award):

Director

Asst Dir

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

**15. GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)
DEVIATION**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 1 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

16. CONTRACT OPTIONS TO EXTEND OR INCREASE QUANTITY (EP 52.239-285) (JUN 1985)

Option to Extend the Term of the Contract

This contract is renewable at the prices stated in Schedule of the contractor's proposal, at the option of the Government, by the Contracting Officer giving written notice of renewal to the Contractor by the first day of each fiscal year of the Government or within 30 days after funds for that fiscal year become available, whichever date is the later; provided that the Contracting Officer shall have given preliminary notice of the Government's intention to renew at least 15 days before this contract is to expire. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises this option for renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

17.and 18. (Reserved)

19. REHABILITATION ACT NOTICE (EP-S 99-3) (JUN 1999)

a. EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. §791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

b. Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

c. The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

20. NEWS RELEASES (ADP A280-440) (APR 1993)

Offerors will make no news releases pertaining to the program without prior agency approval and then only in coordination with the Contracting Officer.

21. POST AWARD CONFERENCE (3H-32)

A post-award conference shall be held within thirty (30) calendar days after contract award. The post-award conference shall not be a substitute for the contractor's fully understanding the work required at the time offers are submitted, nor is it to be used to alter the final agreement arrived at in any negotiations leading to contract award.

Attendance will be required by representatives of the contractor (incl all key personnel) and the Environmental Protection Agency.

ATTACHMENT 2

STATEMENT OF WORK

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK*STATEMENT OF WORK***GENERAL**

The EPA RIII requires the services of a contractor to manage and operate its EXCL Wellness Center, 1650 Arch St, Phila. PA. There are approximately 350 EXCL Wellness Center members and an addl approximate 50 EXCL Wellness Center members who may only use showers/lockers. Approximately 900 Federal Govt employees working for EPA RIII at 1650 Arch St, Phila, are eligible for EXCL Wellness Center membership. Staff from various Govt contractors/grantees, VISTA and student volunteers shall not be EXCL Wellness Center members.

The anticipated period of performance for the base year is from approximately October 1, 2000 through September 30, 2001 (with four option years).

Included in the facility is an app. 1000 square foot aerobic room, an app. 1500 square foot room for resistance, cardiovascular, & free weight equipment, a shower/locker area and office space for the contractor. Among the equipment included in the facility are free weights, a full line of resistance equipment, stationary bicycles, stair climbing machines, treadmills, rowing machines and other exercise equipment.

The Contractor shall provide an adequate number of qualified personnel necessary to safely and efficiently carry out its responsibilities and shall ensure that all staff personnel are well qualified in the field of wellness and physical fitness.

The contractor's primary points of contact with the Govt will be the Contracting Officer (CO) and Project Officer (PO). In addition, the Bd of Governors will be a point of contact for some matters. The Bd of Governors is an advisory group for EXCL Wellness Center members. The Bd of Governors is involved with the Govt and the EXCL Wellness Center contractor regarding enrollment, dues, Bd of Governors equipment and motivational program "prizes". The Govt may require the contractor to provide advice on equipment and programs. The Govt may permit Govt staff or other Govt contractors to run programs in the EXCL Wellness Center. The contractor will be required to cooperate when Govt staff or other Govt contractors run programs in the EXCL Wellness Center.

SCOPE OF CONTRACT

It is anticipated that the contractor shall be responsible for staffing and operating the EXCL Wellness center; for processing participants through a predetermined application process; for performing light maintenance on the equipment; for planning, organizing, coordinating and presenting wellness/intervention programs and activities; and for evaluating program activities and submitting regular reports.

OPERATING HOURS

It is anticipated that the contractor shall commence operating and managing the EXCL Wellness Center on October 1, 2000 or within 15 days of contract award, whichever is later.

The contractor shall staff the facility from 6:30am through 7:15pm M-F (6:30am-5pm on the working day before a Federal holiday).

M-F

6:30am-9am and 3:15pm-7:15pm

(6:30am-9am and 3:15pm-5pm on working day before Fedl holiday)
Conditioning equipment shall be made available to EXCL Wellness Center members. The Director or Asst Director shall be directing operations in the EXCL Wellness Center.

9am-11am and 2:15pm-3:15pm

Consultations, wellness testing and orientations shall be made available to EXCL Wellness Center members. Conditioning equipment shall not be made available to EXCL Wellness Center members. Contractor shall conduct light maintenance on Bd of Governors equipment and perform administrative matters. The Director or Asst Director shall be directing operations in the EXCL Wellness Center.

11am-2:15pm

Wellness/intervention programs and formal exercise classes shall be conducted or taught by the contractor. Conditioning equipment shall be made available to EXCL Wellness Center members. The Director or Asst Director shall be directing operations in the EXCL Wellness Center. Directing operations while conducting a wellness/intervention program or while teaching a formal exercise class is not permitted. There shall be another contractor staffer in the EXCL Wellness Center from 11am-2:15pm who is not conducting a wellness/intervention program and who is not

teaching a formal exercise class(other than the staffer who is directing operations).

The EXCL Wellness Center may be closed by the contractor, at other times, upon the receipt of an E-mail or Voice mail message from the CO permitting or requiring such closure.

STAFF

The contractor must have the staff, organization and administrative controls necessary to ensure that the services performed meet all requirements specified. Contractor staff shall be actively involved with the continuous monitoring of participants, incl safety of participants.

The work history of each contractor staffer shall contain experience directly related to the tasks and functions to be assigned. Staff assigned to or utilized by the contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable and professional manner. The Govt encourages contractor staffing diversity. All contractor staff shall be subject to any Govt clearance requirements.

The contractor staff shall include one Director and one Asst Director.

The Director shall be in the EXCL Wellness Center for the purpose of directing operations for at least 40 hours each week for 48 weeks per year for the duration of this contract. The Director may teach, but is not required to teach, up to 5ea formal exercise classes (30-45 minutes duration per class) per week. In addition, the Director may teach, but is not required to teach, up to 5ea exercise classes (up to 15 minutes duration per class) per week. The Director shall be responsible for establishing wellness program policy, procedures and guidelines; coordinating the delivery of services; providing consultation and regular reports to the Govt; and evaluating program activities. The Director shall have a working knowledge of personal computers sufficient to establish, manage and operate the program data bases.

Within 7 days after award and prior to any personnel change, the contractor shall provide both the CO and PO copies of resumes, contract required certifications for all contractor staff and contractor staffing schedules. In addition, copies of all certification renewals required by the contract shall be provided to both the CO and PO within 15 days after certification renewals.

The contractor may develop intern programs with universities or wellness training institutions to supplement the programs and activities provided by the contractor's staff. Interns shall always operate under supervision in the EXCL Wellness Center. Any educational/wellness programs run by an intern shall be developed by and under the guidance of the Director. Under no circumstances may interns be used in place of contractor staff.

Education, Experience and Certifications

The Director shall at a minimum, have earned a masters degree in a fitness education or health-related field and possess at least two workyears* of supervisory experience in a fitness or wellness center. If the Director does not possess a masters degree in a fitness education or health-related field, the Director shall at a minimum, have earned a baccalaureate degree in a fitness education or health-related field and possess at least three workyears* of supervisory experience in a fitness or wellness center. The required experience shall have been within the last five years.

The Asst Director shall at a minimum have earned a baccalaureate degree in fitness education or a health-related field and possess at least one workyear* of working experience in a fitness or wellness center. If the Asst Director does not have a baccalaureate degree in fitness education or health-related field, the Asst Director shall, at a minimum, have a high school diploma or equiv and at least two workyears* experience in a fitness or wellness center. The required experience shall have been within the last five years.

All staff other than the Director and other than the Asst Director, shall have at a minimum a high school diploma or equivalent and one workyear* of working experience in a fitness or wellness center. The required experience shall have been within the last five years.

* A workyear of experience is considered a full time working year of at least 40 hours per week.

All staff shall, at a minimum, be certified and maintain Red Cross certifications in both CPR and First Aid training.

The Director shall, at a minimum, possess a baccalaureate or graduate degree in a fitness training field.

The Asst Director and all fitness training staff shall, at a minimum, each possess a baccalaureate or graduate degree in a fitness training field. If the Asst Director or any fitness training staff do not possess a baccalaureate or graduate degree in a fitness training field, then, at a minimum, the Asst Director and all fitness training staff shall each be certified and maintain a fitness training certification from the Amer College of Sports Medicine (ACSM), the Amer Council on Exercise (ACE) or the Natl Strength and Conditioning Assoc.

In addition, the Director, the Asst Director, and all formal exercise class instructors shall, at minimum, each be certified and each maintain an aerobics certification from the Aerobics Inst, Aerobics Fitness Assoc of Amer (AFAA), ACSM or ACE.

MEMBERSHIP APPLICATION PROCESS

The contractor shall provide each eligible EXCL Wellness Center membership applicant with the following:

- * EXCL Wellness Center membership application form
- * EXCL Wellness Center applicant wellness history questionnaire
- * EXCL Wellness Center medical history questionnaire
- * EXCL Wellness Center Medical Clearance Form (if necessary)
- * EXCL Wellness Center Blood Chemistry Form

The applicant shall then provide the contractor with the following (responsibility of applicant - not contractor):

- * Blood Chemistry Report
- * Medical Clearance Form executed by a physician (if necessary)

The contractor shall then provide the applicant with the following [within 7 days of receipt of an acceptable Blood Chemistry Report and the receipt of acceptable Medical Clearance Form (if necessary) excuted by a physician]:

- * Written EXCL Wellness Center assessment of applicant's wellness using nationally recognized tests and wellness assessment procedures
- * New member EXCL Wellness Center orientation program (incl written booklet)
- * Written Individual EXCL Wellness Center member exercise prescription

The fitness assessment shall include, but not be limited to, an evaluation of the following attributes; aerobic capacity, body composition, flexibility, and strength/endurance. The contractor shall provide new member EXCL Wellness Center orientation including advice on how to warm-up, stretch, cool-down, record workouts, and use equipment.

The applicant shall then be permitted to use the EXCL Wellness Center upon the applicant's submission of a membership check to the contractor.

Fitness Program Prescription

The contractor shall provide each member with a fitness prescription program based on the results of the wellness assessment, level of ability, exercise preferences and available time. The fitness program must stress cardiovascular and muscle endurance, strength activities, and flexibility. Exercises shall

be tailored to the individual participant and should be progressively more strenuous to produce maximum benefit. The contractor shall ensure the progress is constantly monitored for each member.

Reassessments

The contractor shall provide a written reassessment of each member at least once per year or as often as requested by members. The contractor shall provide each member a fitness program represcription after each reassessment or as often as requested by members.

FORMAL EXERCISE CLASSES

Formal exercise classes are defined as those exercise classes held on a regular schedule and requiring active member participation. The contractor shall develop and post class schedules by session name, date, and time. A minimum of 10 exercise classes of 30-45 minutes duration shall be offered on a weekly basis between 11am and 2pm. A minimum of 5 exercise classes (eg: abdominal only class) of up to 15 minutes duration shall be offered on a weekly basis between 11am and 2pm. These classes shall include different levels of aerobic and anaerobic exercises. The PO shall approve monthly class schedules and any class schedule revision.

The contractor shall adjust the type and scheduling of the sessions offered based on demand. The contractor shall make its best effort to stay on the cutting edge of trends within the aerobic and fitness industry. Retraining of personnel is highly encouraged.

REPORTS, RECORDS AND INFORMATION MANAGEMENT

The contractor shall be responsible for keeping and maintaining complete and accurate records pertaining to the management, operation, and use of the EXCL Wellness center. Records shall be maintained in a strictly confidential manner in accordance with confidentiality requirements of the Privacy Act and are the sole property of the Govt and the Board of Governors. The contractor will be provided access to Govt automated information management system hardware and software. The contractor may provide an automated information management system using Govt compatible software. The PO must approve all contractor provided information technology (incl hardware and software). Such software shall enable the contractor to monitor the use of the EXCL Wellness Center by members and to create reports on the frequency of use and the health/fitness progress of each user. The contractor shall maintain a sign-in log which will be signed by any nonmembers accessing the EXCL Wellness Center for any reason. The contractor shall collect membership checks and maintain an automated membership check log, before turning over membership checks to the Bd of Governors.

At a minimum, the contractor shall provide the following reports in an electronic format via E-mail to the CO, PO and Bd of Governors:

QA Plan - A description of QA measures/procedures which will ensure that all contractor services, documents, reports or other work products are of a quality suitable for their intended purpose. The contractor shall specifically identify any procedures it will implement to ensure that all services under the contract shall be complete, accurate and delivered on time. Complete means: All services, work products, documents, reports or other deliverables which are reqd by statute, reg, guidance or other terms of the contract. Accurate means the content of all services, work products, documents or other deliverables have been determined by the contractor to be true to the best of the contractor's knowledge or belief or to be true and correct original photocopies of relevant documents. Delvd on time means all services, work products, documents or other deliverables are placed in the custody or control of the Govt or Bd of Governors. The contractor shall discuss how these QA methods/procedures will ensure that services are performed in a manner that minimizes the need for reperformance, revision and rework. Due 7 days after award and prior to any QA plan revisions.

Monthly Usage Report - A monthly report in both numerical and graphic formats that details monthly activities, number of current and new participants, appointments, utilization statistics on the EXCL Wellness Center for the prior month (incl usage 6:30am - 9am, 11am - 12:30pm, 12:30pm - 2pm, and 3pm - 7:15pm, class by class usage, male/female usage and usage by 10 year age increments) and summarizing any incidents/suggestions. This report shall be due the 10th day of each following month for the duration of the contract.

Monthly Equipment Repair/Replacement Report - A monthly listing of the repair and/or replacement of any Govt and Bd equipment in the EXCL Wellness Center during the prior month. The report shall contain information on the defects or incident that caused the repair or replacement of such equipment. This report shall be due the 10th day of each following month for the duration of the contract.

Monthly Wellness/Intervention Program Report - A monthly report that lists the schedule of Wellness/Intervention Program events for the following month. Included in the report shall be a description of qualifications and/or certifications of the professional(s) who will teach the following months program, a synopsis of classes to be offered in the following month and a summary of the evaluations collected at classes in the prior month. This report shall be submitted 7 days after award and by the 10th day of each following month for the duration of the contract.

Monthly Check Collection Log - A monthly listing of the following data regarding membership checks collected from members:

- Name of member
 - Amount of check
 - Membership period associated with check
 - Number of check
 - Date check turned over to Bd of Governors (not to be endorsed by contractor).
- This report shall be submitted by the 10th day of each following month for the duration of the contract.

Contractual Period Summary Report - This report in numerical, graphic and narrative format shall summarize activities over the course of each contractual base and option period. This report shall include the following information:

- Summary of monthly activities for the previous contract period, monthly numbers of current and new participants, monthly appointments and utilization statistics on the EXCL Wellness Center for each month (includage 6:30am - 9am, 11am - 12:30pm, 12:30pm - 2pm, and 3pm - 7:15pm, class by class usage, male/female usage and usage by 10 year age increments)

- Average overall progress of participants in each gender and age category

- Overall usage rates of individual pieces of equipment

- Number of written wellness assessments/exercise prescriptions

- Number of written wellness reassessments/exercise represcriptions

- Number of consultations

- Highlights

- Trends

- Historical info

- Summary of annual evaluations which must be sent by contractor via E-mail to all members

- Recommended enhancements

This report shall be due on the 10th day of each contractual option period following the base period and option periods. The report at the end of the final contractual period shall be submitted on the final day of the contract. The statistics in this report do not have to reflect activities over the final 10 days of the contract.

Monthly Meetings w/Contractor

The Director shall meet with the Govt monthly.

WELLNESS/INTERVENTION PROGRAMS

The purpose of wellness/intervention programs is to encourage participants to live healthy lifestyles through a variety of integrated and coordinated health education and health promotion activities. The contractor shall design, schedule, and conduct health education programs and activities such as, but not limited to, the following:

- * Cholesterol Reduction
- * Stress Management
- * Nutrition
- * Hypertension
- * Weight Reduction
- * Smoking Cessation
- * Healthy Back and Flexibility
- * Cancer Prevention
- * Skin Cancer Prevention
- * Foot Health

At a minimum, the contractor shall conduct one Wellness/Intervention class per month. Each class shall be 30-45 minutes in length and shall commence at noon. The PO shall provide prior approval of all Wellness /Intervention programs. The contractor will prepare evaluation forms which will be completed by participants at the end of each session.

In addition to the above one Wellness/Intervention class per month, the contractor shall institute on-going smoking cessation, weight reduction and blood pressure screening Wellness/Intervention programs that shall run for the duration of the contract lasting 30-45 minutes per session commencing at noon. The smoking cessation program shall be conducted at least twice per month. The weight reduction program shall be conducted at least twice per month. The blood pressure screening shall be conducted at least once per month. The contractor will prepare evaluation forms which will be completed by participants every three months.

Wellness/intervention programs will be held in 1650 Arch St space. The contractor will request space by sending an E-mail message to the PO and EPA RIII Facilities Management and Services Br.

During each month of May (National Health and Fitness Month), for

the duration of the contract, the contractor is required to hold an annual Health and Fitness Fair in 1650 Arch St. For this event the contractor will host, at a minimum, 5 local companies or organizations in the health and fitness industry to set up informational and interactive booths, as approved by the PO. In addition the contractor may schedule live aerobic demonstrations and other fitness related events during this day. The Contractor is required to lead the coordination and planning of all aspects of this event, with approval from the PO. The Government will incur the facility cost of this event (tables, set-up, facility maintenance and clean up) as well as provide the event rooms.

Bd of Governors Incentive Program and Store

The contractor is required to manage (including publicity) the Bd of Governors Incentive Program and Store. This program serves as an incentive to keep employees motivated to work out and attend wellness programs. The Incentive program and items for the Incentive Store are provided to the contractor by the Bd of Governors. The contractor is responsible for operation of the Incentive Store and is required to keep an inventory list of all items and accurate records of redemption.

Motivational Programs

The contractor shall develop and manage at least 3 exercise motivational program in the base period and in each of the option periods. The PO shall approve all proposed motivational programs.

EXCL WELLNESS CENTER PUBLICITY

The contractor shall develop a program to recruit users from the EPA Region III 1650 Arch St employee population and shall use its best efforts to maintain and encourage regular use of the EXCL Wellness Center and participation in EXCL Wellness Center programs. In addition, the contractor shall publish a monthly E-mail bulletin or newsletter. The bulletin/newsletter shall consist of at least 4 pages in length and include publicity of monthly events and information on timely wellness subjects. The publicity program, the orientation booklet, all publications and all forms shall be approved by the PO.

The contractor will work in an area which is separated from working Govt and Bd of Governors employees/volunteers. The statement that the "EXCL Wellness Center is operated by [insert name of contractor]" shall be clearly posted by the contractor at the entrance to the EXCL Wellness Center.

Contractor staff are required to wear badges which include the name of the employee and the name of the contractor.

The statement "EXCL Wellness Center" and a statement that the "EXCL Wellness Center is operated by [insert name of contractor]" shall be included in all EXCL Wellness Center written, electronic, voice and fax correspondence, publications, messages and communications to EXCL members or EPA Region III personnel user population.

Note, neither the contractor's letterhead nor the contractor's insignia may be used in any badges, signs, written, electronic, voice or fax correspondence, publications, messages or communications to EXCL members or EPA Region III personnel user population.

EXCL WELLNESS CENTER SAFETY

The contractor shall develop a system for ensuring the safety and security of its own employees, members and anyone else accessing the center. This system shall be composed of the following:

- * A program for the proper training of contractor staff
- * Detailed instructions on the safe use of EXCL Wellness Center facilities and equipment
- * Documentation of facility and equipment maintenance and repair.
- * Posted rules and regulations for the use of the EXCL Wellness center and posted emergency procedures.
- * An effective accident reporting system.
- * Adherence to any applicable Govt instructions regarding safety, security, emergencies, and accident reporting.

USERS ACCESS TO FACILITIES/EQUIPMENT IN THE EXCL WELLNESS CENTER**Facilities**

All EXCL Wellness Center facilities, utilities (incl cable TV) and recorded music/videos shall be provided by the Bd of Governors or the Government for use by the EXCL Wellness Center users. The EXCL Wellness Center facilities, utilities and recorded music/videos may only be used by the contractor in direct support of this contract. All EXCL Wellness Center facilities, utilities and recorded music/videos shall be subject to inspection by the the Govt and the Bd of Governors.

The EXCL Wellness Center includes shower/locker areas for both males and females. Lockers shall be available for daily use only. The contractor shall ensure that overnight storage of personal belongings does not occur. Neither the Govt nor the Bd of Governors shall be responsible for lost or stolen property. The contractor shall not provide towels or locks for lockers. The Govt or Bd of Governors shall provide and insert toilet paper and paper towels. The Govt or Bd of Governors shall provide soap to be inserted by the contractor. The Govt or Bd of Governors shall provide water bottles for the water coolers to be inserted by the contractor. The contractor shall tour the shower and locker room facilities once each morning and once each afternoon.

The Government will provide the custodial services for cleaning and maintenance of the facility. The contractor shall be responsible for bringing any cleaning deficiencies or facility maintenance repairs via E-mail to the attention of the PO, CO and Bd of Governors. The contractor shall be responsible for bringing all requests for routine building maintenance via E-mail to the EPA RIII Facilities Management and Services Branch, the CO, PO and the Bd of Governors.

Equipment

All EXCL Wellness Center equipment shall be provided by the Govt or the Bd of Governors or the Govt for use by EXCL Wellness Center members. The EXCL Wellness Center equipment may only be used by the contractor in direct support of this contract. The contractor shall develop and perform a system for preventive maintenance and minor repair of all EXCL Wellness Center equipment and shall ensure that this system is consistent with any applicable warranties. The contractor is required to keep written record of maintenance requirements of equipment and records of actual preventive maintenance done and shall keep the written record available for Govt or Bd of Governors inspection. Any equipment that has defects that would impair its safe operation or the safety of individual users must be removed from service. The contractor shall immediately notify the PO, the CO and the Bd of Governors via E-mail of any piece of equipment in need of repair/replacement.

The contractor may provide its own equipment, supplies or services (compatible with Govt and Bd of Governors eqpt, supplies and services) with the approval of the PO.

EXCL Wellness Center
EQPT PROVIDED TO MEMBERS

G = Government - Owned BoG = Board of Governor's - Owned

Office

Computer, monitor, keyboard, speakers	G	
Printer	G	
Fax machine (not working)	G	
Phone	G	
Swivel desk chair	G	
Side Chairs (2)	G	
4 drawer file cabinet	G	
Office wall cabinets (2)	G	
3 drawer file cabinet	G	
Closet/file cabinet	G	
Trash can	G	
Recycle can	G	
Polaroid Camera		BoG
Microwave		BoG
Flashlight		BoG
Blood Pressure kits (3)		BoG
Stethoscope		BoG
First Aid Kit	G	

Front Closet

Refrigerator	G	
Sit & Reach box	G	
Lange skinfold calipers	G	
Hand Grip Dynamometer	G	
Stopwatch	G	
Metronome	G	
Tape measure	G	
Vacuum		BoG
Cleaning Supplies		
VCR - Sharp Model #XA-101		BoG
Stethoscopes (3)		BoG
Blood Pressure Kit		BoG

Fitness Center - Strength Training Equipment (Cybex 1998)

Leg Press		BoG
Leg Extension		BoG
Leg Curl		BoG
High/Low Pulley Station with attachments		BoG
Lat Pull-down Bar		
Triangle Bar		
Tricep Rope		

Curl Bar

Ankle Attachment	BoG
Seated Row/Rear Shoulder	BoG
Arm Curl	BoG
Chest Press	BoG
Shoulder Press	BoG
Back Extension	BoG
Abdominal Curl	BoG
Total Hip	BoG
<u>Additional Strength Training Equipment - 1998</u>	
Calf Master	BoG
Ivanko weight racks (2)	BoG
Ivanko dumbbells, 5lbs.-70lbs. (1 pair each; 5 lb. Increments)	BoG
Adjustable flat/incline bench	BoG
Adjustable incline/decline bench	BoG
Push up bars (2 sets)	BoG
Hand grippers (2 sets)	BoG
Ankle weights (2 pair)	BoG
Body balls - small (1 pair)	BoG
Resist-A-Ball (2)	BoG
Exerbar	BoG
Exertubes (2)	BoG
Spri Rings (2)	BoG
Hand weights (3, 4, 5 lbs. - 1 pair each)	BoG
(7, 8, 12 lbs.- 2 pair each)	BoG
Body Bars (12, 15, 18, 22 & 27 lbs. - 1 each)	BoG
Small black mat	BoG
<u>Fitness Center - Cardiovascular Training Equipment</u>	
5 Treadmills	
Quinton 3.0	G
Quinton Club Track - 1998	BoG
Trotter (2) -1998	BoG
Lifestride - 1997	BoG
2 Recumbent Lifecycles	BoG
4 Stairmasters - 4000 PT (newer model)	BoG
2 Lifecycle 9500HR	BoG
1 Lifecycle 9500	BoG
1 Versaclimber - 1997	BoG
2 Nordic Track 900-T's (1 with rails; 1 without) - 1998	
	BoG
2 Lifefitness Crosstrainers - 1998	BoG
1 Airdyne stationary bicycle	G
4 Stairmaster mats	BoG
Mats (7)	BoG

Fitness Center - Administrative

Swivel desk chair	G	
Side chair	G	
Computer, printer, keyboard, monitor	G	
Extra paper tray	G	
Desk phone	G	
Wall mounted phone	G	
9 drawer file cabinet	G	
3 drawer file cabinets (2)	G	
Clocks (2)	G	
Trash Can	G	
Recycle Can	G	
Clock (1)		BoG

Fitness Center - Miscellaneous

Televisions (4) - 1998		BoG
Transmitters (4 Broadcast Vision) - 1998		BoG
Headsets (80 Broadcast Vision) - 1998		BoG
Receivers (20 Broadcast Vision) - 1998		BoG
Bookcase		BoG
Water cooler with cup holder		BoG
Cassette racks (2)		BoG
Standing CD Rack		BoG
Wall mounted magazine racks (5)		BoG
Bulletin Boards (4)		BoG
Wipe off boards (2)		BoG
First Aid Kit		BoG
Toolbox		BoG
Arts & Crafts supplies		BoG
Stools (2)	G	
Wipe Off Easel	G	
Wall mounted wooden brochure holders (2)	G	
Trash Cans (2)	G	

Mens Locker Room

Side chair	G	
Wall clock	G	
Scale	G	
Trash Cans (2)	G	
Stool	G	
Wall mirror over counter	G	
Wall mirrors over sink (2)	G	
Full length mirror	G	
Suggestion Box		BoG
Hair Dryer		BoG
Bulletin board		BoG

Storage Area

Air Dyne stationary bicycle	G	
Lifecycle	G	
Nordic Track (2)		BoG
Abdominal Machine		BoG
Speakers (4)		BoG
Wipe Off Board		BoG

Womens Locker Room

Stools (3)	G	
Side chair	G	
Scale	G	
Full length mirrors (2)	G	
Bench in shower area	G	
Clocks (2)	G	
Wall mirrors above counter (3)	G	
Wall mirrors above sink (2)	G	
Trash Cans (2)	G	
Trash Can		BoG
Suggestion Box		BoG
Bulletin Board		BoG
Hair Dryers (5)		BoG

Storage Closet

Monark Bike	G	
Cardio Caddies (7)		BoG
Heart Rate Monitors (5)		BoG
Rack for Radio System		BoG
Triangle Bar attachment		BoG
Bicep Curl attachment		BoG
Double Grip Cable attachment		BoG
Push Up Bars (6)		BoG
Straight Bar		BoG
Curl Bar		BoG
Weight Plates		BoG
Weight Plate Rack		BoG
Cleaning/Maintenance Supplies		BoG
Spare parts for equipment		BoG

Aerobics Room

Mats - small (19)		BoG
Mats - large (29)		BoG
Reebok Risers (76)		BoG
Reebok Steps (21)		BoG
Jump Ropes (10)		BoG
Red Dynabands (5)		BoG
Green Dynabands (24)		BoG

Purple Dynabands (9)	BoG
Gray Dynabands (15)	BoG
Body Balls (18)	BoG
Ankle Weights (27)	BoG
Rubber Bands (1 box)	BoG
Exertubes (22)	BoG
Exerbars (12)	BoG
Cassette Deck	BoG
Receiver	BoG
Rack	BoG
Cassette Cases (6)	BoG
Body Bars 9 lbs. (8)	BoG
12 lbs. (5)	BoG
15 lbs. (5)	BoG
Speakers - Wall mounted (2)	BoG
Speakers - Floor (2)	BoG
Synthesizer	BoG
Wipe Off Board	BoG
Stopwatch	BoG
First Aid Kit	BoG
Clocks (2)	BoG
Water cooler	BoG
Microphones/receivers (2) w/belt	BoG
Dumbbells - 3 lbs. (12)	BoG
4 lbs. (25)	BoG
5 lbs. (19)	BoG
6 lbs. (18)	BoG
7 lbs. (12)	BoG
8 lbs. (15)	BoG
9 lbs. (4)	BoG
10 lbs. (4)	BoG
Power Strip	G
Side chair	G
Phone	G

EXCL WELLNESS CENTER TRANSITION

During performance of this contract, the contractor shall allow complete facility access to any followon contractor who has obtained the permission of the CO. Furthermore, during the final month of this contract the contractor shall assist the Government and the Bd of Governors in ensuring a timely and orderly transition of the EXCL Wellness Center operations, should the need arise.

ATTACHMENT 3

COST/PRICE INSTRUCTIONS

SCHEDULE

Management & Operation of EPA RIII EXCL Wellness Center
(SIC7991 Size Standard
\$5.0 million)

1AA BASIC (Est Oc1 00-Se30 01) 12mo@ \$

1AB OPTION (Est Oc1 01-Se30 02) 12mo@ \$

1AC OPTION (Est Oc1 02-Se30 03) 12mo@ \$

1AD OPTION (Est Oc1 03-Se30 04) 12mo@ \$

1AE OPTION (Est Oc1 04-Se30 05) 12mo@ \$

The offeror agrees to hold the prices in its offer firm
for 60 calendar days from the date specified for
receipt of offers.